Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 1 of 19 50 D C C 02729

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY TWENTY-FIRST JUDICIAL CIRCUIT STATE OF MISSOURI

THE ESTATE OF M. STEVEN BENOIST,)	
by MARGIE DAIBER, as the personal)	
Representative of the Estate of Mark)	
Steven Benoist, Deceased,)	
Plaintiff,)	Division
v.)	Cause No.:
FARMERS NEW WORLD LIFE)	
INSURANCE COMPANY,)	
Serve: John M. Huff)	JURY TRIAL DEMANDED
Director of Insurance)	
Missouri Department of Insurance)	
Truman State Office Building)	
Room 503)	
Jefferson City, MO 65102)	
)	
Defendant.)	

PETITION

COMES NOW, Plaintiff, The Estate of M. Steven Benoist and Margie Daiber, as the personal representative, by and through their attorneys Mariano V. Favazza, Adam J. Olszeski and Anderson & Gilbert, LC, and for this cause of action against Farmers New World Insurance Company states as follows:

Parties

- 1. M. Steven Benoist, hereinafter sometimes "Decedent," died on March 14, 2012.
- 2. Margie Daiber is a resident of Missouri and is the duly appointed and acting personal representative of the Estate of M. Steven Benoist, deceased; she brings this suit on behalf of the estate in this capacity.



Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 2 of 19 PageID #: 8

3. The Estate of M. Steven Benoist is being presently administered in the Probate Court of the Circuit Court of St. Louis County, Cause Number 12SL-PR02270.

4. Defendant Farmers New World Insurance Company, hereinafter sometimes, "Farmers," is a foreign insurance company, with its principal place of business located in the State of Washington, authorized and licensed to sell insurance in the State of Missouri.

Jurisdiction And Venue

- 5. This court has jurisdiction over this matter under § 506.500 R.S.Mo. because the life insurance policy at issue was sold by Defendant Farmers in the St. Louis County and the State of Missouri.
- 6. Venue is proper here because M. Steven Benoist was a resident of St. Louis County at the time of his death where the insurance policy was sold and his estate is under administration in this County.

ALLEGATIONS COMMON TO ALL COUNTS

- 7. Upon information and belief, M. Steven Benoist, at the time of his death, had a life insurance policy with Defendant Farmers, Policy Number of 007592218, hereinafter sometimes, "the policy", which provided \$300,000.00 of coverage to be payable upon his death. *See Exhibit A* which is attached and incorporated herein by reference.
- 8. Said insurance policy was in full force and affect at the time of M. Steven Benoist's death on March 14, 2012.
- 9. M. Steven Benoist and his wife Phyllis C. Benoist were divorced on February 7, 2012 in Cause No. 11SL-DR00498.
- 10. At the time of M. Steven Benoist's death, his ex-wife Phyllis C. Benoist was still shown as a beneficiary of at least fifty percent of the proceeds of the life insurance policy. *See Exhibit A*.

Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 3 of 19 PageID #: 9

11. Upon information and belief, Phyllis C. Benoist requested payment of the life insurance proceeds as M. Steven Benoist's wife following his death.

- 12. Upon information and belief, Defendant Farmers paid some of the proceeds of M. Steven Benoist's life insurance policy to Phyllis C. Benoist, his former wife.
- 13. All proceeds of decedent's life insurance policy that were paid to Phyllis C. Benoist should have been paid to Decedent's estate.
- 14. Plaintiff has made several demands for the insurance proceeds in accordance with Missouri Law.
- 15. Defendant Farmers has refused to pay the proceeds of the life insurance policy to Decedent's estate.

<u>COUNT I</u> PAYMENT OF PROCEEDS OF LIFE INSURANCE POLICY

For Count I of the Estate of M. Steven Benoist's cause of action against Defendant Farmers New World Insurance Company, Plaintiff states as follows:

- 16. Plaintiff re-alleges and incorporates by reference paragraphs 1-15 above, as if fully set forth and alleged herein.
- 17. M. Steven Benoist's life insurance policy was in full force and effect at the time of his death.
- 18. At the time of his death, M. Steven Benoist's ex-wife Phyllis C. Benoist was still shown as a beneficiary of his life insurance policy.
- 19. On information and belief, Plaintiff states that Phyllis C. Benoist made application for and declared that she was the wife of the deceased.
- 20. On information and belief, Decedent did not name an alternative beneficiary to the life insurance proceeds.

Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 4 of 19 PageID #: 10

21. Phyllis C. Benoist was barred as a beneficiary of M. Steven Benoist's life insurance policy under the provisions of § 461.051 R.S.Mo. which states in part that "If, after an owner makes a beneficiary designation, the owner's marriage is dissolved or annulled, any provision of the beneficiary designation in favor of the owner's former spouse or a relative of the owner's former spouse is revoked on the date the marriage is dissolved or annulled, whether or not the beneficiary designation refers to marital status. The beneficiary designation shall be given effect as if the former spouse or relative of the former spouse had disclaimed the revoked provision."

- 22. M. Steven Benoist's Estate is the only proper beneficiary of any and all proceeds of the life insurance policy that were payable to Decedent's ex-wife, Phyllis C. Benoist. See *Northeast Mut. Ins. Ass'n v. Ford*, 229 S.W.2d 705, 707 (Mo. Ct. App. 1950).
- 23. The Personal Representative has made several demands for the payment of the insurance proceeds on behalf of the Estate of M. Steven Benoist's.
- 24. At this time, Defendant Farmers has not paid the proceeds of the life insurance policy to M. Steven Benoist's Estate.

WHEREFORE, Plaintiff prays this Court enter an Order of Judgment ordering Defendant Farmers New World Insurance Company to pay the proceeds of M. Steven Benoist's life insurance policy to his estate in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) and for any and all other relief this Court deems just and proper.

COUNT II BREACH OF CONTRACT

For Count II of the Estate of M. Steven Benoist's cause of action against Defendant Farmers New World Insurance Company, Plaintiff states as follows:

Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 5 of 19 PageID #: 11

25. Plaintiff re-alleges and incorporates by reference paragraphs 1-24 above, as if fully set forth and alleged herein.

- 26. The Estate of M. Steven Benoist is entitled to the proceeds of the life insurance policy.
- 27. Defendant Farmer's failure to properly pay out the proceeds of the life insurance policy to the Estate of M. Steven Benoist as required by the laws of Missouri is a breach of contract and a breach of Farmers' duties under its contract.
- 28. The Estate of M. Steven Benoist has been injured and damaged by Defendant's breach.

WHEREFORE, Plaintiff prays this Court enter an Order of Judgment ordering Defendant Farmers New World Insurance Company to pay the proceeds of M. Steven Benoist's life insurance policy to his estate in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) and for any and all other relief this Court deems just and proper.

COUNT III VEXATIOUS REFUSAL TO PAY

For Count III of the Estate of M. Steven Benoist's cause of action against Defendant Farmers New World Insurance Company, pursuant to § 375.420 R.S.Mo., Plaintiff states as follows:

- 29. Plaintiff re-alleges and incorporates by reference paragraphs 1-28 above, as if fully set forth and alleged herein.
- 30. Margie Diaber, as the Personal Representative of the Estate of M. Steven Benoist, has demanded payment of the proceeds of Mr. Benoist's life insurance policy.
- 31. Defendant has refused to pay the proceeds of the life insurance policy to the Estate.

Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 6 of 19 PageID #: 12

32. More than thirty days has passed since Plaintiff has demanded payment of the

insurance proceeds.

33. Defendant Farmers does not have a reasonable cause to refuse payment and said

refusal is completely unfounded.

34. The Estate of M. Steven Benoist has been damaged by Defendant's unfounded

refusal to pay.

WHEREFORE, Plaintiff prays this Court enter an Order of Judgment ordering Defendant

Farmers New World Insurance Company to pay the proceeds of M. Steven Benoist's life

insurance policy to his estate along with Plaintiff's reasonable attorney's fees and exemplary

damages in accordance with the § 375.420 of the Revised Statutes of Missouri, all in an amount

that exceeds twenty-five thousand dollars (\$25,000.00), and for any and all other such relief this

Court deems just and proper.

Respectfully submitted,

ANDERSON & GILBERT, L.C.

/s/ Adam J. Olszeski

Mariano V. Favazza, #41492

Adam J. Olszeski, #66126

515 Olive Street, Suite 704

St. Louis, MO, 63101

(314) 721-2777

(314) 721-3515 Facsimile

mfavazza@anderson-gilbert.com

ajolszeski@anderson-gilbert.com

Attorneys for Plaintiff

6

Important: Prior to completing this form please read conditions on page two.

Request for Change of Beneficiary and/or Name

Farmers New World Life Insurance Company is hereby authorized and requested to make the following changes in their records. The original copy of this form will be acknowledged and returned. This designation revokes all previous designations.

Name, Address, City, Stato & ZIP code below:	Policy		
M. Steven Benoist	Number: 007592218		
13154 DARTAGNAN CT	Name of Ag C		
SAINT LOUIS,MO 63141-7369 Change in Name of Insured (please print or type)	Insured: A. STEVEN BELOWT		
From (Full Name):	New Address of: Insured Beneficiary		
THE RESERVE TO SERVE THE PARTY OF THE PARTY	To (Full Name):		
Old Name Signaturo:	New Name		
	Signature:		
	Adoption Correction Divorce		
Change in Baneficiary — The beneficiary designation under the	nis policy shall be changed as herinafter provided. If more than one name to a class, proceeds will be payable in equal		
Class Name	buld be percentage or fraction if split. All living children you wish to designate as beneficiary should be listed by name.) Address Relationship to located will be payable in equal and the state of		
Dunca 2 (50	Representation to the original policy of piliti		
THIRDIY A A C (D)			
Bonoficiory Tribation CATHOLIC CHO	REA 1600 NORTH SOUTH 63114 CHURCH NA		
1	666 3501 DTTOMEYER RO 63049 FRIEND 4/21/90		
Contingent	Marie Committee of the		
Benoficiary	*		
Planco also jacludo "other shildren" ja	Primary Panaficiany dark above equable in equal shows to the second shows to the secon		
Complete (See page two for definition of "other of	Primary Beneficiary class above, payable in equal shares, to the survivors or survivor with any other beneficiaries.		
the following.	190		
I See note that the terminal of "others	Contingent Beneficiary class above, payable in equal shares, to the survivors or survivor with any other beneficiaries.		
(Ophonal: check	Acceptable Acceptable Control of the		
payment shall be made in the same m	afore 15 or days (not to exceed 180 days) following the Insured's death (exclusive of the date of death), anner as if the beneficiary predeceased the Insured.		
Trust Information: (complete if trust is named above)			
	warrank) an area to a life of the court of		
The state of the s	uragraph 1 on page two applies. Date of Last Will and Testament:		
Trust has already been croated with:			
Name of Trust			
Name of Trustea(s)	Strong Addrines City, State and 70° OS Trustee(s)		
Under written agreement dated:	and Paragraph 2 on page two applies.		
Month Day	Yadı		
This change of beneficiary shall take effect only when recorded be	by the Company, but when so recorded, whether the Insured be then living or not, shall relate back to and take effect as		
of the date of this designation.	JANUARY		
Signed at ST CHARLES 1910	this 12 4 day of 2012		
(City and State)			
X / July State of the state of	X		
Signature of Policy Owner's Spause (If community property state) Signature of Policy Owner (If Owned by a Corporation, must have officer's signature and Tiirlo) Registration and acknowledgement of receipt: FNWL Use Only			
Dato: 1-25-2012 Signed: T. Jeffers PC-CLO			
Do Not Send Policy			

Farmers New World Life Insurance Company

3003 77th Ave S.E., Mercer Island, WA 98040-2890 / (206) 232-8400 Columbus Life Office: PO Box 182325, Columbus 0II 43218-2325 / (614) 764-9975 Variable Policy Service Office: PO Box 724208, Atlanta GA 31139 Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 8 of 19 PageID #: 14



Farmers New World Life Insurance Company

3003 77th Avenue S.E., Mercer Island, Washington 98040

Phone: (206) 232-8400 Fax: (866) 480-5499

Annuity Services: (206) 236-7988 Fax: (877) 514-7138

Claims Dept. Fax: (866) 659-3320

Columbus Life Office: PO Box 182325, Columbus, OH 43218

Phone: (614) 764-9975 Fax: (866) 480-5503

January 25, 2012

M STEVEN BENOIST 13154 DARTAGNAN CT SAINT LOUIS MO 63141-7369

INSURED:

M STEVEN BENOIST

POLICY NO:

007592218

Dear Mr. Benoist:

We have completed your request to process your Beneficiary Change. For safekeeping, please keep the enclosed form(s) with your policy contract.

The Lost Policy Certificate will be sent separately.

Our goal is to provide the best possible service to our policyholders. If you have any questions, please contact your Farmers Insurance representative or our office.

Sincerely,

Customer Service
Policy Changes Department
Columbus Life Office

TJ:tlj

Encl.

CC:

14-51-038

Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 9 of 19 PageID #: 15

Proof of Loss or Destruction of Policy/Contract



Instructions: This form is to be completed by the Policy/Contract Owner.
Policy/Contract No. 007592218 Insured's Name M. Steven Benoist
Policy/Contract Owner's Name M. Steven Benoist
Request for Evidence of Policy/Contract
The above policy/contract has been lost, misplaced or destroyed and I have been unable to find it after diligent and careful search and inquiry. I request the Company to issue evidence of the policy/contract in accordance with the Option selected below.
Options (check one) Lost Policy Certificate at no expense, or a duplicate of the original policy/contract at a charge of \$10. The fee is sent with this request.
Mail policy/contract or certificate to: Policy/Contract Owner Agent #
Signature of Policy Contract Owner Date

Proof of Loss

Upon receipt of this completed Proof of Loss or Destruction of Policy/Contract form, the Company will issue a Lost Policy Certificate at no charge or a duplicate policy/contract for a fee of \$10. Please note: Only a Lost Policy Certificate will be provided on policies/contracts issued prior to February 1982 or for plans of insurance no longer issued. A Lost Policy Certificate is a legal substitute for a policy/contract that affirms current coverage in force. A Lost Policy Certificate will be provided and the \$10 fee refunded if a duplicate policy/contract is not available.

If the original policy/contract is recovered, please return it along with the Lost Policy Certificate or duplicate policy/contract to Farmers New World Life.

We will furnish any additional information about the policy/contract at any time to the policy/contract owner.

Farmers New World Life Insurance Company

3003 77th Avenue S.E., Mercer Island, WA 98040-2890 / (206) 232-8400 Columbus Life Office: PO Box 182325, Columbus, OH 43218-2325 / (614) 764-9975 Variable Policy Service Office: PO Box 724208, Atlanta, GA 31139





IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division:	Case Number: 15SL-CC02729
MICHAEL T JAMISON	
Plaintiff/Petitioner:	Plaintiff's/Petitioner's Attorney/Address
THE ESTATE OF M. STEVEN BENOIST	ADAM JAMES OLSZESKI SUITE 1901
	720 OLIVE STREET
VS.	SAINT LOUIS, MO 63101
Defendant/Respondent: FARMERS NEW WORLD LIFE INSURANCE	Court Address: ST LOUIS COUNTY COURT BUILDING
COMPANY	105 SOUTH CENTRAL AVENUE
Nature of Suit:	CLAYTON, MO 63105
CC Contract-Other	

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: FARMERS NEW WORLD LIFE INSURANCE COMPANY Alias:

SERVE JOHN M HUFF DIRECTOR OF INSURANCE MISSOURI DEPARTMENT OF INSURANCE TRUMAN STATE OFFICE BUILDING ROOM 503 JEFFERSON CITY MO 65102

COURT SEAL OF

ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition. SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739 or TTY at 314-615-4567, at least

three business days in advance of the court proceeding.

17-AUG-2015

Further Information: TLC

Sheriff's or Server's Return

	Sherm 5 or Server 5 Return		
Note to serving offic	cer: Summons should be returned to the court within thirty days a	fter the date of issue.	
I certify that I have s	served the above summons by: (check one)		
delivering a copy	y of the summons and a copy of the petition to the Defendant/Respo	ondent.	
leaving a copy of	f the summons and a copy of the petition at the dwelling place or u	•	
		's/Respondent's family over the age of 15	years.
(for service on a	corporation) delivering a copy of the summons and a copy of the p	etition to	
	(name)		(title).
other			
in	(County/City of St. Louis), MO, on	(date) at	(time)
Printe	d Name of Sheriff or Server	Signature of Sheriff or Server	
	Must be sworn before a notary public if not served by a	an authorized officer:	
(Seal)	Subscribed and sworn to before me on	(date).	
(Scar)	My commission expires:		
	Date	Notary Public	

ees, if applicable	
\$	
eputy Salary	
al Surcharge \$10.00	
\$ (miles @ \$ per mile)	
\$	
\$he summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all	l clas

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) <u>Advisory Arbitration:</u> A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) <u>Mediation:</u> A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

- (3) <u>Early Neutral Evaluation ("ENE"):</u> A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.
- (4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.
- (5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the "trial", the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 13 of 19 PageID #: 19

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Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 14 of 19 PageID #: 20



IN THE 21ST JUDICIAL CIRCU	UIT COURT, ST. LOUIS COUNTY, MISSOURI
Judge or Division:	Case Number: 15SL-CC02729
MICHAEL T JAMISON	
Plaintiff/Petitioner:	Plaintiff's/Petitioner's Attorney/Address PECEIVED
THE ESTATE OF M. STEVEN BENOIST	ADAM JAMES OLSZESKI
	SUITE 1901 AUG 2 6 2015
Wo	720 OLIVE STREET
Defendant/Respondent:	SAINT LOUIS, MO 63101 COLE COUNTY Court Address: SHERIFF'S OFFICE
FARMERS NEW WORLD LIFE INSURANCE	ST LOUIS COUNTY COURT BUILDING
COMPANY	105 SOUTH CENTRAL AVENUE
Nature of Suit:	CLAYTON, MO 63105
CC Contract-Other	(Day File Stamp)
Su	ummons in Civil Case
The State of Missouri to: FARMERS NEW WOL	RLD LIFE INSURANCE COMPANY SEP 08 2015
Alias: SERVE JOHN M HUFF	70 10
DIRECTOR OF INSURANCE MISSOURI DEPARTMENT OF INSURANCE	JOAN M. GILMER
TRUMAN STATE OFFICE BUILDING	CIRCUIT CLERK, ST. LOUIS COUNTY
ROOM 503 JEFFERSON CITY MO 65102	
COURT SEAL OF You are summone	ed to appear before this court and to file your pleading to the petition, a copy of
which is attached, and	to serve a copy of your pleading upon the attorney for Plaintiff/Detition on at the
above address an with	III JU UNIVERSITET TECEIVING this summons avaluative of the January and the summons avaluative of the January
	gment by default may be taken against you for the relief demanded in the petition. S: If you have special needs addressed by the Americans With Disabilities Act, please
motily the Office of the	-11CUIL CIEFK AL 314-615-81179 HAX 314-615-9720 64 TTW -4-214 615 4565 45
ST. LOUIS COUNTY	dvance of the court proceeding.
17 ATIC 2015	
<u>17-AUG-2015</u> Date	Clark
Further Information:	Cierk
TLC	Shariffe or Sarrayla D. 4

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue. I certify that I have served the above summons by: (check one)

delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with

a person of the Defendant's/Respondent's family over the age of 15 years. the summons and a copy of th

(name)

County/City of St. Louis), MO, on

Printed Name of Sheriff or Server

Signature of Sheriff or Server Must be sworn before a notary public if not served by an authorized officer: Subscribed and sworn to before me on

My commission expires:

(Civil Procedure Form No. 1, Rules 54.01 - 54.05,

(Seal)

(date).

Notary Public

(title).

Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 15 of 19 PageID #: 21

Sheriff's Fees, if applicable Summons Non Est Sheriff's Deputy Salary	s	GET,
Supplemental Surcharge Mileage Total	\$10.00 \$ (miles @ \$ per mile)	J. G.
A copy of the summons and suits, see Supreme Court Ru	d a copy of the petition must be served on each Defendant/Respondent ale 54.	For methods of service on all classes of

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

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CCADM73

- (3) <u>Early Neutral Evaluation ("ENE"):</u> A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.
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- (5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the "trial", the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

OSCA (7-99) SM30 (SMCC) For Court Use Only: Document ID# 15-SMCC-6212 3 (Civil Procedure Form No. 1, Rules 54.01 – 54.05, 54.13, and 54.20; 506.120 – 506.140, and 506.150 RSMo

Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 17 of 19 PageID #: 23

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OSCA (7-99) SM30 (SMCC) For Court Use Only: Document ID# 15-SMCC-6212 4 (Civil Procedure Form No. 1, Rules 54.01 – 54.05, 54.13, and 54.20; 506.120 – 506.140, and 506.150 RSMo

Case: 4:15-cv-01470 Doc. #: 1-1 Filed: 09/24/15 Page: 18 of 19 PageID #: 24

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration



TO: Corporate Secretary (or United States Manager or Last Appointed General Agent) of

FARMERS NEW WORLD LIFE INSURANCE COMPANY ACCTG MANAGER 3003 77TH AVE S.E MERCER ISLAND, WA 98040 SEP 14 2015

JOAN M. GILMER CIRCUIT CLERK, ST. LOUIS COUNTY

RE: Court: St. Louis Co. Circuit Court, Case Number: 15SL-CC02729

You will take notice that original process in the suit against you, a copy of which is attached hereto and sent to you by certified mail, was duly served upon you at Jefferson City, Missouri, by serving the same on the Director of the Department of Insurance, Financial Institutions and Professional Registration of the state of Missouri, Dated at Jefferson City, Missouri this 26th day of August, 2015.

Director of Insurance, Financial Institutions and Professional Registration

AFFIDAVIT

State of Missouri,

SS.

County of Cole,

The undersigned Director of the Department of Insurance, Financial Institutions and Professional Registration or the Director's designated agent, hereby makes oath and certifies the original of the above notice to the above addressee was mailed at the United States Post Office in Jefferson City, Missouri on by first class certified mail prepaid as provided by section 375.906.5, RSMo. and Supreme Court Rule 54.15

Director, Department of Insurance, Financial Institutions and Professional Registration

3v:

My commision expires:

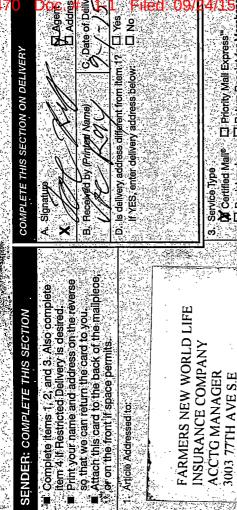
Subscribed and sworn to before me this

KATHRYN LATIMER

My Commission Expires
March 4, 2016

Cole County

Commission #12418395



☐ Return Receipt for Merch ☐ Priority Mail Express™ ☐ Collect on Delivery 7014 2870 0000 5288 3481 4. Restricted Delivery? (Extra Fee) Certified Mail® ☐ Registered

MERCER ISLAND, WA 98040

Jomestic Return Receipt

(Transfer from service label) - PS Form 3811, July 2013

2. Article Number